STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF GENERAL SERVICES
DIVISION OF PURCHASES

RFQ # 09A 150519-922

IF&W Leica TS 02 Plus, 7" R500-Total Station Package / Trimble Nomad Package (EVR 10.0) Software

Quotations/Responses Due: May 26, 2015, not later than 2:00 p.m. local time

Note: All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

General Instructions on Bidder Questions

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting your questions through the Q & A List tab on the Solicitation page. Your answer will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted there. Questions and Answers obtained any other way will not be valid.

Summary

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Purchases ("Division") is acting on behalf of **Inland, Fisheries and Wildlife** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

Description of Requirements

The following is a description of the appendixes made part of this RFQ.

- Appendix A – detailed specifications or requested item(s)
- Appendix B Suspension & Debarment form
- Appendix C – Economic Impact Form

Cost Response

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

Bidder is to enter Unit Price in their response in VSS.

Submitting a Quotation

1. **Quotations Due:** Quotations must be received no later than **2:00 p.m. local time**, on the date listed on the cover of this RFQ. Quotations received after the 2:00 p.m. deadline will not be accepted.

2. **Submission Instructions:** Bidders must submit their bids in the State of Maine's electronic procurement system: Advantage "Vendor Self Service" (VSS). More information on this system can be found at the following internet link: http://www.maine.gov/purchases/venbid/rfq.shtml.

3. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.

4. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the Advantage VSS system (as referenced above), identify and open their submitted quotation, and click the "Withdraw" button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.

5. **Attachments**: Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ.

6. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. It will otherwise be assumed that the Bidder's response complies with all requirements of this RFQ, unless the

Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

Cost Response

All responses to this RFQ will require some form of cost response, as detailed in the Description of Requirements section. Additional, "General Instructions" to submitting the cost response are provided below.

General Instructions

1. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.

2. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.

3. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.

4. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.

5. The State is exempt from the payment of Federal Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization. Maine State Sales and Use Taxes should also not be included in any quotation as the State is exempt from the payment of such taxes.

QUOTATION EVALUATION AND SELECTION

Evaluation of the submitted quotations shall be accomplished as detailed below.

Evaluation Process

1. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" takes into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications listed, and other Best Value considerations have been made, then the Division will make its award decision based on the lowest price among the Bidders.

2. At the discretion of the State, if a Bidder's submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder's submission may not be considered for contract award.

3. In the event that no Bidder submission conforms to the specifications of this RFQ, then the State may choose not to make any award. Alternatively, the State may make an award to the Best Value Bidder whose specifications ***most closely meet*** the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the State, at its discretion, may make a contract award to the Bidder meeting four requirements.

4. If the specifications provided with this RFQ are of a technical nature, then the Division's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the criteria defined in the RFQ.

Negotiations

1. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.

2. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.

3. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFQ, at its sole discretion.

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The State of Maine ("State") Department of Administrative and Financial Services ("Department"), Bureau of General Services ("Bureau"), Division of Purchases ("Division") acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as "contract" herein), as applicable.

B. General Provisions

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the State's written answers to the Bidders' written questions), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified below in the "Quotation Submission Requirements" section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the State and the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder's experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder's quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).

6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The State of Maine Division of Purchases reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

D. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) - Destination". The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location (Augusta, Maine, unless otherwise specified in Section 1). The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html

Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: http://www.maine.gov/purchases/policies/120.shtml). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract which may be in the form of a State of Maine Buyer Purchase Order, State of Maine Master Agreement or Agreement to Purchase Services.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Purchases website at the following link:

http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link: http://www.maine.gov/purchases/info/forms.shtml

B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. Payments and Other Provisions

The State anticipates paying the selected Bidder on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

PART III APPENDICES
Appendix A

State of Maine
Department of Administrative and Financial Services
Bureau of General Services
Division of Purchases

QUOTATION SPECIFICATION FORM

RFQ # RFQ # 09A 150519-922
IF&W Leica TS 02 Plus, 7" R500-Total Station Package / Trimble Nomad Package (EVR 10.0) Software

Bidders MUST be a certified MapScenes Dealer, authorized Leica Dealer, authorized MapScenes and EVR instructors and accredited by "ACTAR" the Accreditation Commission for Traffic Accident Reconstruction. **Please attach verification documents to your bid.**

ALL training and technical support shall be included in quote.

ALL shipping and handling included in total quote, FOB Destination.

Ship to:
IF&W
284 State Street
41 State House Station
Augusta, ME 04333-0041

NO SUBSTITUTIONS

Description:

(1) **Leica TS02 Plus, 7" R500-Reflectorless Total Station,** complete with:
TSO2 Plus, 7" R500 Total Station, 1 keyboard, with laser plummet, onboard memory, carrying case containing screwdriver, shade-adjusting pins, hex key and rain cover. Bluetooth unit with USB port.
TPS400 User manual, English / CD-ROM TPS User Documentation GDF111 BASIC Tribrach, w/o plummet, Red & Green (2) –GEB 211, Lithium-Ion batteries, 2ah, rechargeable GKL211-Charger BASIC, for Li_Ion batteries GEB221 & GEB 211 car adapter cable and adapter included.

(1) **Trimble Nomad comes with:**
Windows Mobile Version 6.1, 806 MHz CPU
128 MB RAM, Bluetooth Supported, with Evidence Recorder 10.0 Software
Serial cable (Nomad to computer)
Tripod Brackets for Data Collector – included in price of Nomad
Trauma Carrying Bag – included in price of Nomad
Nomad to Leica Cable – included in price of Nomad

(1) Tripod (wood and fiberglass) (includes fee carrying bag and steel tape)
(1) Seco tripod stabilizer and heads up level for prism poles
(1) 12’ Pole with Bipod thumb releases
(1) GPR 111, Economical all in one prism (with holder, prism, target plate)
(1) 360 Data Turntable Holder
(1) Seco Strobe Prism and Seco / 6416-00-BLK and Holder Plate

Please attach any product information you have that supports your bid.

Appendix B

State of Maine
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PURCHASES
BID COVER PAGE

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
(provide information requested below if different from above)		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Debarment, Performance, and Non-Collusion Certification

By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
    i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
    ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
    iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
    iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default*.
c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name:		Title:
Authorized Signature:		Date:

Appendix C

State of Maine
Department of Administrative and Financial Services
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ECONOMIC IMPACT FORM

RFQ # 09A 150519-922
IF&W Leica TS 02 Plus, 7" R500-Total Station Package / Trimble Nomad Package (EVR 10.0) Software

Instructions (If bid is over $100,000.00)

In addition to all other information requested within this RFQ, each Bidder should complete the table below to quantify the Bidder's economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is outlined in Executive Order 2012-004, which states that certain contracts "…advertised for competitive bid shall include scoring criteria evaluating the responding Bidder's economic impact on the Maine economy and State revenues."

For the purposes of this RFP, the term "economic impact" shall be defined as through the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Bidder's response, the Bidder shall provide the information requested below, describing the Bidder's recent economic impact with the State of Maine. This information will be evaluated as described in Part IV A.

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 12-month period	$
Payments made to Maine-based subcontractors in past 12-month period	$
Payments of State and local taxes in Maine within past 12-month period	$
Payments of State licensing fees in Maine within past 12-month period	$
Charitable contributions made to Maine-based not-for-profit organizations in past 12-month period	$
Total Economic Impact Value	$

For the table above, the following definitions are provided:

- "Maine resident": any person whose primary residence is located within the State of Maine.
- "Maine-based": any organization whose primary operations are located within the State of Maine.
- "Past 12-month period": the past 12-months, starting on the date that the RFP was publicly released.

Certification Statement
To the best of my knowledge all information provided above is complete and accurate at the time of submission, and I confirm that I am authorized to make such a determination on behalf of my organization.

Name:		Title:
Authorized Signature:		Date: